

State of Alaska – Division of Forestry Cooperator Conditions of Hire

Introduction

The Division of Forestry has an important cooperative relationship with structure fire departments in the Areas, and occasionally has a need to mobilize resources to assist with structure protection within the Wildland Urban Interface. Cooperator resources - engines, water tenders, and personnel that are equipped and trained to provide structure protection- are beneficial to the Division of Forestry.

The Division of Forestry and the Cooperator establish a formal relationship by signing a Cooperative Fire Protection Agreement. Generally, the Area solicits the Cooperative Fire Protection Agreement with their local structure fire department (SFD). The agreement is signed by the fire department's Chief and sent from the Area, through the Region, to the Central Office for the State Forester's signature. Once activated, the Cooperative Fire Protection Agreement remains in effect until either party terminates the agreement in writing.

General business and administrative information is specified in this, the Cooperator Conditions of Hire. The fire department's Chief (or Authorized Agent) will be provided with a copy of this document, which will remain in effect until such time it is revised by the Division of Forestry. The local Area serves as the liaison between the State and the Cooperator. Any claims for damages while assigned to the incident should be documented prior to leaving the incident. The incident retains a copy of the paperwork for the assigned Cooperator resources for the final fire package, but the original packet is returned to the Cooperator's home Area for completion and processing.

All personnel responding to wildland fire shall be equipped with proper personal protective equipment as stipulated in the DOF Policy and Procedures Manual Section 2120. This includes a fire-retardant shirt and jeans or coveralls, helmet (non-metal), eye protection, heavy-duty leather gloves, 8" tall lace up leather boots, and a fire shelter for each person.

Agreement

The State of Alaska, Department of Natural Resources, Division of Forestry will be referred to as "Forestry" in this document. Structural Fire Departments (SFD) under Cooperative Agreement with Forestry will be referred to as "Cooperator" in this document.

1. Order For Service - Upon acceptance of an order for service, either verbally or via Resource Order, a binding contract between the Cooperator and Forestry is created incorporating the terms of the Cooperative Fire Protection Agreement, the Annual Operating Plan, these Cooperator Conditions of Hire, and the SFD Fire Apparatus

Rental Agreement (Form 10-2197b).

2. Reporting for Service - The Cooperator is responsible for providing apparatus to Forestry in a good and safe operating condition and will be subject to pre-use inspection at time of hire. If, in the determination of Forestry, the apparatus is not in good, safe operating condition based upon the manufacturer's general safety specifications when it arrives for work, Forestry may reject it. If equipment is rejected, Forestry will not pay any costs, including transportation costs. The operator/personnel shall keep a copy of the SFD Cooperative Fire Agreement and Cooperator Conditions of Hire document with the apparatus.

3. Timekeeping - The start of the rental period begins upon passing inspection and said time shall be documented on the initial shift ticket. Each service call will be documented via shift tickets to an Emergency Equipment Use Invoice, OF-286, or equivalent. The Cooperator agrees that service call documents may be signed by the Cooperator's operator/personnel as a duly authorized representative for the purpose of certification as to the number of hours or other units of pay earned. The Cooperator or its operator/personnel must sign shift tickets during the assignment and the Emergency Equipment Use Invoice document at the time of release from work.

4. Equipment Operator/Personnel - The Cooperator shall furnish one operator and one additional firefighter for each apparatus. Operators/personnel from SFDs using the Direct Payment Method will be hired by Forestry as Emergency Firefighters (EFF). The operator, if hired by Forestry as EFF, will become Forestry employee(s), and are subject to the Conditions of Hire established in the latest version of the Alaska Emergency Firefighter Type 2 Crew Management Guide. Operators from SFDs using the Cooperator Reimbursement will remain employees of the department. The operator must possess a valid driver's license with applicable endorsements. The Cooperator will ensure that the operator/personnel are qualified to operate the apparatus. Additional Cooperator personnel may staff the apparatus as specified in the AOP.

5. Transportation of Apparatus - Subject to paragraph 2, apparatus shall be delivered, at Forestry's expense, from point of hire to the work site and returned to the point of hire.

6. Performance and Direction of Work - The operator/personnel are responsible at all times for the safe and efficient operation of apparatus and may refuse to work in a situation:

- exceeding operator/personnel ability
- that exceeds the capability of the apparatus
- that may result in damage to the apparatus

The operator/personnel receives work assignments from, and performs work under the general direction of, Forestry. In the event Forestry terminates an operator for cause, replacement operator/personnel may be requested from the Cooperator. A performance evaluation will be completed for each operator/apparatus.

7. Termination of Order for Service - There is no guaranteed length of hire under any order for service. Forestry may terminate an order for service when it is determined by Forestry that the apparatus is no longer needed. When the order for service is terminated, Forestry shall be liable only for payments in accordance with payment provisions of this contract for services rendered prior to the effective date and time of termination. In the event the Cooperator requires return of apparatus, the Cooperator shall notify Forestry, and the equipment shall be released within 8 hours.

8. Custody - When the operator/personnel remain employees of the Cooperator, the apparatus remains in operator/personnel custody. When the operator/personnel are hired as EFF, the apparatus remains in Forestry custody during the period of use. During such time, Forestry, as custodian, will exercise ordinary prudence and diligence in the use and care of the apparatus. Control of apparatus and personnel shall follow the Incident Command System.

9. Licenses and Permits and Insurance - The Cooperator is responsible for obtaining at their own expense, carrying a copy of, and showing proof at the time of hire, all necessary licenses, permits required by state and federal law/regulation, for both the apparatus and operator/personnel.

10. Servicing and Repairs - The Cooperator is responsible for the cost of all servicing, except when Forestry assumes responsibility for partial or total servicing on an incident. The term servicing shall include providing and maintaining the apparatus with fuel, oil, lubricants, filters, and other operating supplies to maintain the apparatus in a safe operating condition. It is the responsibility of the operator/personnel to determine that the fuel used is the proper fuel for the apparatus. Forestry will provide fuel for apparatus assigned to project fires.

Apparatus furnished by the Cooperator must have enough time remaining on its scheduled maintenance program to accomplish the anticipated length of hire.

11. Tools, Spares, and Accessories - The operator/personnel are responsible at all times for tools, spares, and accessories belonging to the Cooperator, and shall secure them in the apparatus if possible. Items that cannot be so secured may be placed in a Forestry-designated storage area, if available.

12. Required Equipment - The Cooperator agrees to furnish apparatus, except command vehicles, with the following equipment:

- a. All apparatus listed on the Cooperators SFD Cooperative Fire Agreement AOP will be accompanied by a complete vehicle inventory in hard copy format.
- b. All fire apparatus resource ordered as part of an Engine Task Force/Strike Team are required to carry structural firefighting equipment necessary to conform with Cooperator Standard Operating Procedures and are required to

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carry the following minimal equipment upon leaving for the incident. These items will be supplied by Forestry upon request of the Cooperator and shall be returned to the same Forestry Area Office upon completion of the assignment.

4 ea. 100' length of 1½" hose (Forestry)	1 ea. Fire Shelter per seat
1 ea. 400' 1½" Progressive hose lay bag	1 ea. EFF bag per Firefighter
5 ea. 1½" nozzle to fit 1 ½" hose	1 ea. King Radio w/Clam Shell & Batteries
5 ea. 100' length of 1" hose (Forestry)	5 ea. 1" nozzles to fit 1" hose
2 ea. Shovel	3 ea. Pulaski ea.
4 ea. 1½" NHx1½" NH double female	2 ea. Back pack pump (FEDCO) (full)
4 ea. 1½" NHx1½" NH double male	1 ea. Back pack pump (FEDCO) (empty)
6 ea. 1½" NHx1" NPSH (female-male) reducer	2 ea. Cases MRE's
1 ea. 1" NPSH x1½" NH (female/male) increaser	2 ea. Cubitainer Water
6 ea. 1½" NH x 1 ½" NH x 1 ½" NH Gated Wye	2 ea. Pack of fusees (10 ea./pk) OR
2 ea. Hose clamp for 1" and 1½" hose	1 ea. Drip torch w/5 gallons drip torch fuel
1 ea. Portable Tank, 1500 gallons or larger (Water Tenders only, all types)	

13. Apparatus Loss, Damage, or Destruction - Equipment furnished under a contractual agreement with Forestry may be subject to extreme environmental and/or strenuous operating conditions which could include, but are not limited to, unimproved roads, steep, rocky, brushy, hilly terrain, dust, heat, and smoky conditions. As a result, what is considered normal wear and tear under any agreement with the State for fire suppression or other all risk incident actions is in excess of what equipment is subjected to under normal highway operations. The rates paid for the equipment reflects expected wear and tear due to adverse conditions under which the equipment is likely to be operated.

If the Cooperator wishes to file a claim for non-Forestry provided equipment, a State Property Loss/Damage Report documenting lost, stolen, or damaged equipment not arising from the above conditions or as the result of negligence on the part of Forestry must be completed and submitted to the State within thirty days of demobilization. Incomplete or unsupported claims will be returned to the Cooperator for further information and/or documentation.

In the event damage or destruction occurs as a result of negligence on the part of the State, Forestry's liability is limited to the lesser of the actual repair costs or market value. Forestry is not responsible for the costs of loss or physical damage to Cooperator's equipment due to negligence on the part of Cooperator's personnel, for indirect damages such as loss of use or lost profits, or for wear and tear.

14. Accessories for Apparatus – All apparatus must have the following: seat belts for all occupants, three portable emergency reflectors, one 5-lb. functional ABC fire extinguisher, and any additional accessories as specified in the Annual Operating Plan.

15. Meals and Bedding - If a Forestry-subsisted incident camp is established, meals and

bedding for operator/personnel will be furnished without additional charge. Such meals and bedding will be commensurate with that provided to Forestry employees.

16. Personnel Pay Rates - Operator/personnel will be paid for all hours they are on-shift at the appropriate hourly rate of pay. Note: operator/personnel may be on a shorter or longer shift than the apparatus to which they are assigned. The number of operator/personnel listed on the rate charts is standard staffing. Any changes to standard staffing will be agreed to in the AOP. No additional personnel will be paid by Forestry unless Resource Ordered.

Forestry will not pay administrative fees in excess of 13.5% to Cooperators using the Cooperator Reimbursement method, nor will Forestry pay for backfill positions unless required by municipal ordinance or union contract. As a cost containment measure, higher paid Cooperators shall be considered for release first.

17. Equipment Payments - Payment will be at rates specified on the SFD Fire Apparatus Rental Agreement, Form 10-2197b. Each shift must be documented on an Emergency Equipment Shift Ticket and must be signed by the Cooperator's operator/personnel and the supervisor on the incident as the duly authorized representative for the purpose of certification as to the number of hours or other units of pay earned. Hours shall consist of the period actually working (assigned), ordered standby, or compensable travel time.

The incident or dispatch office will compile the amount earned on the Emergency Equipment Use Invoice which both parties will sign to show concurrence of the amount due the Cooperator at the time of release from assignment whether or not the Cooperator's method of payment is by Cooperator Reimbursement or Direct Payment method. OF-288s will be posted for Cooperator staff by the incident or Area. In the case of Cooperators being paid by the reimbursement method, both the Emergency Equipment Use Invoice and any pertinent OF-288s will be included as backup documentation for any invoice requesting reimbursement from the State.

Apparatus is inoperable when the apparatus itself is inoperable, or when the operator/personnel are unavailable. A shift is the hours worked as defined by the Incident Action Plan and/or as determined by the dispatching office.

Apparatus rental rates will be based on actual operating costs. These costs include routine maintenance; normal wear and tear (minor scratches, chips in windshield, etc.); insurance; and other pertinent overhead expenses. Rental rates will not exceed the rates listed below (Tables 1 and 2), unless actual operating costs are documented and submitted to Forestry. Federal Excess Personal Property (FEPP) apparatus provided by a Cooperator may be paid up to 66% of the normal rate. If apparatus is ordered and staffed with a relief crew, then a double-crewed daily rate will be paid for the apparatus.

- a. 1) On the first and last shift of hire or assignment, the Cooperator shall be paid at the hourly rate, for every continuous hour on-shift, provided the

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apparatus is operable and available. The hourly accumulated rate shall not exceed the daily rate specified.

2) If the apparatus is inoperable or unavailable during an on-shift period, this will be considered down time, and charges will not accrue.

- b. 1) For shifts under hire or assignment between the first and last, the Cooperator shall be paid at the daily rate, provided that the apparatus is operable and available the entire shift.
2) For apparatus not operable for the full shift, the deduction is calculated by converting the length of shift to determine the hourly rate and paying the Cooperator for the total hours worked before the equipment became nonoperational (not to exceed the daily rate).
- c. In those cases where Forestry is the direct cause of the apparatus down time Forestry will negotiate a reasonable settlement with the Cooperator.

Command Vehicles: When ordered by Forestry, command vehicle rates will be applicable when an individual in any of the following positions uses the vehicle:

- Incident Commander
- Branch Director
- Water Handling Specialist
- Operations Section Chief
- Division/Group Supervisor
- Structural Protection Specialist
- Strike Team/Task Force Leader

Command Vehicles must meet the following criteria and come equipped with the following equipment:

Four Wheel Drive	First Aid Kit	Emergency Lighting
Seating for 3 Persons	Fire Extinguisher	Field Programmable Radio

18. **Insurance** – The Cooperator must carry and maintain motor vehicle liability insurance as required by AS 28.22.01. In the case of the Cooperator's operator/personnel being hired by the State as an EFF, the State covers Worker's Compensation and potential liability based on apparatus operations in response to and operation on a wildland fire. In the case of the Cooperator's operator/personnel remaining an employee of the Cooperator, the Cooperator must carry and maintain Worker's Compensation coverage as required by AS 23.30.045.

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Table 1- Engine Types, Rates and Minimum Requirements

Rates & Components (excludes personnel costs)	Structure Engines		Wildland Engines				
	1	2	3	4	5	6	7
Hourly Rate	\$175	\$165	\$110	\$95	\$78	\$66	\$53
Daily Rate	\$2,450	\$2,310	\$1,540	\$1,330	\$1,092	\$924	\$742
Double-Crewed Daily Rate	\$3,850	\$3,630	\$2,420	\$2,090	\$1,716	\$1,452	\$1,166
Tank minimum capacity (gal)	300	300	500	750	400	150	50
Pump Min Flow (GPM)	1000	500	150	50	50	30	10
Rated pressure (psi)	150	150	250	100	100	100	100
Hose (feet) 2 1/2 inch	1200	1000	-	-	-	-	-
Hose (feet) 1 1/2 inch	400	500	1000	300	300	300	-
Hose (feet) 1 inch	-	-	500	300	300	300	200
Ladders per NFPA 1901	Yes	Yes	-	-	-	-	-
Master Stream 500 GPM Min	Yes	-	-	-	-	-	-
Personnel (minimum)	2	2	2	2	2	2	2

Table 2- Water Tender Types and Minimum Requirements

Rates & Components <i>(excluding personnel costs)</i>	Water Tender Types					COMMAND VEHICLE RATE (excluding personnel costs)	
	Support			Tactical			
	S1	S2	S3	T1	T2		
Hourly Rate	\$120	\$100	\$80	\$100	\$80		
Daily Rate	\$1,680	\$1,400	\$1,120	\$1,400	\$1,120		
Double-Crewed Daily Rate	\$2,640	\$2,200	\$1,760	\$2,200	\$1,760		
Tank Capacity (gal)	4000	2500	1000	2000	1000	Rates	Command
Pump Min. Flow (GPM)	300	200	200	250	250	Hourly	\$35
At Rates Pressure (psi)	50	50	50	150	150	Daily	\$490
Max. Refill Time (minutes)	30	20	15	-	-	Double-Crewed	\$770
Pump and roll	-	-	-	Yes	Yes	Daily	
Personnel minimum	1	1	1	2	2	Personnel	1

Note: For equipment not listed in the tables above, rates and terms listed in Chapter 6 of the Alaska Incident Business Management Handbook will apply.

Common Additional Needs - Request as needed.

- Wildland Engines – All-wheel drive required
(Wildland Engines without all-wheel drive will be compensated at a rate one step below actual typing)
- Compressed air foam system (CAFS) with minimum 40 cfm compressor
- Additional personnel

19. Evaluations- All SFD Engines will be evaluated by the incident supervisor and the evaluation form will be included in the equipment packet upon release from the incident.

20. Documentation Requirements for Out-of-Area Assignment-

Mobilization Finance Packet one (1) copy each of:

- a. Resource Order
- b. Annual Operating Plan
- c. Cooperator Conditions of Hire, Typing and Rates
- d. SFD Cooperative Fire Protection Agreement
- e. Vehicle Inspection Checklist
- f. Initial Shift Ticket
- g. Blank Contractor Evaluation Form

Demobilization Finance Packet, one (1) each of:

- a. Resource Order
- b. Annual Operating Plan
- c. Cooperator Conditions of Hire, Typing and Rates
- d. SFD Cooperative Fire Protection Agreement
- e. Vehicle Inspection Checklist
- f. Completed Shift Tickets
- g. Completed OF-288s
- h. Emergency Equipment Use Invoice
- i. Claims documentation, if applicable
- j. Completed Evaluation
- k. Any receipts documenting reimbursable expenses accrued on the assignment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (49 CFR Part 29): The bidder/offeror certifies, by submission of this proposal or acceptance of this contract/agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by signature on this agreement to include this clause without modification in all lower tier transactions, solicitation, proposals, contracts and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

I certify that I have read and agree to the conditions of hire and rates contained on this form.

This document supersedes all prior versions of this agreement. Earlier versions must be deleted/destroyed and replaced with this document.

Cooperator's/Authorized Agent's Signature

Date

Printed Name

Title

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STRUCTURE FIRE DEPT. FIRE APPARATUS RENTAL AGREEMENT		1. AREA OFFICE (Name and Address)		2. AGREEMENT NUMBER (This Number Must Appear on All Papers To This Agreement).	
		3. POINT OF HIRE		4. EFFECTIVE DATES	
5. COOPERATOR'S TELEPHONE NO.		6. COOPERATOR (Name and Address)		a. BEGINNING	
a. DAY				b. ENDING	
b. NIGHT				7. PREPARED BY	
8. SSN/FEDERAL TAX I.D. NO.					
9. ITEM DESCRIPTION (include type, make, model, year, serial number, and accessories)		10. # OF PERSONNEL	11. HOURLY RATE*	12. DAILY RATE**	12a.DOUBLE- CREWED DAILYRATE**
a.					
b.					
c.					
d.					
e.					
13. SPECIAL PROVISIONS * Hourly Rate paid for first and last shift hired ** Daily Rate paid for all but first and last shift hired Cooperator certifies that they have read the latest version of the "Cooperator Conditions Of Hire", (Form 10-2197b)					
14. COOPERATOR'S SIGNATURE		15. DATE	16. FORESTRY OFFICER'S SIGNATURE		17. DATE
18. PRINTED NAME AND TITLE			19. PRINTED NAME AND TITLE		

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ALASKA DIVISION OF FORESTRY
CONTRACTOR PERFORMANCE EVALUATION

☐ FINAL
☐ INTERIM

Incident Name/Number		Order Number (E Number)		Agreement Number (EERA)	
Hiring Office		Evaluation Period			
		From:		To:	
Contractor Name			Contractor Address		
Operator's Printed Name		Equipment Type		Contractor's Phone Number	
Rater's Printed Name		Rater's Position on Incident		Rater's Home Unit	
				Rater's Phone Number	

Ratings

Summarize contractor performance and circle number which corresponds to the rating for each category attaching additional pages, if needed (*see back page for Rating Guidelines*).

0=Unsatisfactory	1=Poor	2=Fair	3=Good	4=Excellent	5=Outstanding
Knowledge of the Job or Equipment Condition <i>(How knowledgeable was the Contractor, how much supervision was required, did the equipment operate as expected)</i>					

0=Unsatisfactory	1=Poor	2=Fair	3=Good	4=Excellent	5=Outstanding
Fireline Performance and Timeliness <i>(How did the Contractor perform, did Contractor arrive when expected, demob timely; document any noncompliance or performance issues)</i>					

0=Unsatisfactory	1=Poor	2=Fair	3=Good	4=Excellent	5=Outstanding
Business Relations <i>(Did the Contractor perform in a business-like manner; complete administrative requirements timely)</i>					

Evaluator's Signature

rev. 4/2010

Date

Original – Contractor

Copy – File

Operator's Signature

Date

Operator ☐ Concurs ☐ Disagrees with this performance evaluation

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Rating Guidelines

Knowledge of the Job or Equipment Condition

0	Unsatisfactory	Contractor/Operator is inexperienced and/or unsafe. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements. Equipment cannot be repaired or is inadequate and must be (or has been) released.
1	Poor	Contractor has minimal experience. Overall compliance requires close or continuous supervision to ensure achievement of desired results. Significant down time for equipment or equipment is barely adequate.
2	Fair	Overall compliance requires some supervision to ensure achievement of desired results. Some breakdowns or repairs are needed or equipment is slow at achieving contract requirements.
3	Good	There are no or very minimal quality problems and the Contractor has met the contract requirements with minimal supervision. Minimal breakdowns or repairs for equipment.
4	Excellent	There are no quality issues and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the State. No mechanical breakdowns.
5	Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example to others. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". Equipment is superior.

Fireline Performance or Timeliness

0	Unsatisfactory	Contractor is failing to meet performance requirements or follow direction. Delays are jeopardizing the achievement of contract requirements. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
1	Poor	Contractor performance is considered marginal. Delays require significant Agency resources to ensure achievement of contract requirements.
2	Fair	Contractor performance meets minimum acceptability standards and some improvements are needed. Delays require minor Agency resources to ensure achievement of contract requirements.
3	Good	Contractor performance is fully acceptable. There are no, or minimal delays that impact achievement of contract requirements.
4	Excellent	Contractor has excellent skills and techniques. Performance is consistently above average. There are no delays and the contractor has exceeded the agreed upon time schedule.
5	Outstanding	The Contractor has demonstrated an outstanding performance level. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Business Relations

0	Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
1	Poor	Response to inquires and/or technical, service, administrative issues is marginally effective.
2	Fair	Response to inquires and/or technical, service, administrative issues is somewhat effective.
3	Good	Response to inquires and/or technical, service, administrative issues is consistently effective.
4	Excellent	Response to inquires and/or technical, service, administrative issues exceed State expectation.
5	Outstanding	The contractor has demonstrated an outstanding performance level. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

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